



May 27, 2025

BY ECF

The Honorable Marcia M. Henry
United States District Court – E.D.N.Y.
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Full Circle United, LLC v. Bay Tek Entertainment, Inc. 20 Civ. 3395 (BMC)

Dear Judge Henry:

We represent Plaintiff Full Circle United, LLC (“Full Circle”) in the above-captioned action against Defendant Bay Tek Entertainment, Inc. (“Bay Tek”). We write in compliance with this Court’s May 20, 2025 direction¹ to submit “a proposed short statement of the case (maximum one paragraph) to be read to the jury.”

Full Circle proposes the following short statement concerning the case:

This is a breach of contract and trademark dispute between two companies. Bay Tek Entertainment, Inc. is the manufacturer of Skee-Ball® brand alley roller games and the owner of the Skee-Ball® trademark. Full Circle United, LLC is a company that operates competitive Skee-Ball® leagues, including Brewskee-Ball. There is a Licensee Agreement between Bay Tek and Full Circle. Under that License Agreement, Full Circle is the only company that can operate competitive Skee-Ball® leagues. The License Agreement specifies what Full Circle can and cannot do with the Skee-Ball® trademark. The License Agreement also requires both parties to use their best efforts to promote competitive Skee-Ball®. Full Circle claims that Bay Tek violated the License Agreement by failing to use best efforts to promote competitive Skee-Ball® and taking actions that actively prevented Full Circle from making use of the license. Bay Tek Claims that Full Circle violated the License Agreement and infringed on its trademark by failing to use best efforts to promote competitive Skee-Ball®, by live-streaming Skee-Ball® matches on the internet without permission, and by making use of the Skee-Ball® mark in ways that tarnished the brand.

¹ The other materials requested by the court, i.e. “joint proposed *voir dire* questions” and “joint list of names and places that will be mentioned at trial” are being submitted separately.

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Respectfully submitted,

/s/ Robert Glunt

Robert Glunt